

INVITATION TO BID
CITY OF NEW ORLEANS, DEPARTMENT OF FINANCE, PURCHASING BUREAU
CITY HALL, 1300 PERDIDO ST., ROOM No. 4W07, NEW ORLEANS, LA 70112

THIS IS A FORMAL CITY BID SOLICITATION FOR MATERIALS, EQUIPMENT, SUPPLIES, OR NON-PROFESSIONAL SERVICES. INTERESTED PERSONS SHOULD CAREFULLY READ AND ATTEND ALL STATED INFORMATION AND REQUIREMENTS, INCLUDING SUCH CONTAINED IN ATTACHMENTS.

BID TYPE:	<input type="checkbox"/> Materials, Equipment, Supplies <input checked="" type="checkbox"/> Non-professional Services	BID NO. 1481	ISSUE DATE: August 18, 2021
		SPONSORING CITY DEPT. OR AGENCY: NORD	
BID DESCRIPTION: Sport Officials			
BID CONFERENCE:	<input checked="" type="checkbox"/> None	<input type="checkbox"/> Optional	<input type="checkbox"/> Mandatory-The City will receive bids only from persons/firms shown on the City's attendance list.
	<u>Date:</u>	<u>Time:</u>	<u>Place:</u> <input checked="" type="checkbox"/> Purchasing Conference Room, #4W05, 4 th Floor City Hall, 1300 Perdido St., New Orleans, LA 70112 followed by a site walk-through at or <input type="checkbox"/>
<i>Note: The City may prepare a conference report showing attendance, summarized Q&A, and matters discussed. The City will publish such report by issuing an Addendum to the Invitation to Bid. Said Addendum will be posted to the City's Supplier Portal at (https://www.purchasing.nola.gov/).</i>			
BID INSTRUCTIONS:			
<p>Once a bid is submitted to the City, it becomes City property. A bidder should mark documents or information claimed confidential and justify any claimed exemption from public records disclosure. The City will not credit blanket confidentiality claims. The treatment of all confidentiality designations will be governed by Louisiana Public Records Law, La. R.S. 44:1, <i>et seq.</i></p> <p>All bids remain valid for 90 calendar days after the Bid Deadline.</p> <p>Specification references to certain brands, makes, or manufacturers state only the general style, type, character, and quality desired. Equivalent products are acceptable.</p> <p>The City is not responsible for bid costs.</p> <p>Procurements produce no exclusive right to City work or purchases.</p> <p><u>Specifications under Attachment A may provide additional information for bidders.</u></p> <p><u>Bidders should closely monitor the City's purchasing website for new or revised specifications, bid instructions, notices, etc. The City will change the invitation to bid ONLY by issuing formal addendum. In no case shall verbal communication override written communication.</u></p> <p>Prospective bidders commit to abide by City Code, Chap. 2, Art. XIII, Sect. 2-1120 (relative to the operations and authority of the City Inspector General).</p> <p>The City adheres to the Louisiana Code of Governmental Ethics, contained in the Louisiana Revised Statutes Annotated, R.S. 42:1101, <i>et seq.</i> By submitting a bid, prospective bidders warrants that there are no "conflict of interest" related to this solicitation that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.</p> <p>The City's protest policy applies to this invitation to bid. The policy is available at: https://www.nola.gov/getattachment/Purchasing/Forms/No-130-Procurement-Protest-Policy.pdf/.</p> <p>Prospective bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation. These laws and/or ordinance will be deemed to be included in the contract, the same as though herein written in full.</p>			
<p>DOCUMENTS: APPLIES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Bidding Documents may be obtained online at https://www.purchasing.nola.gov/ or through the City of New Orleans webpage www.nola.gov, by selecting "City Purchasing Portal". Addenda will be transmitted to all bidders who login and acknowledge download of Bidding Documents online from the City Purchasing Portal, i.e. answer 'yes' when downloading Bidding Documents.</p>			
A. SUBMISSION DUE:	Date: September 20, 2021	Time: 10:00 AM	Location: Purchasing Bureau, City Hall, 1300 Perdido St., Room No. 4W07, New Orleans, LA 70112
	<i>Note: The City will not accept bids delivered by fax, or by email address, or at any other location than the one above, or past the date and time of submission set forth above (the "Bid Deadline"). The purchasing date and time stamp clock will be the official and sole device for determining time of receipt for all mailed and hand delivered bids. Bids received after the Bid Deadline will be date</i>		

	stamped and returned to the bidder unopened.
B. BID OPENING:	The City will open the bids in public at <input checked="" type="checkbox"/> the Purchasing Bureau or <input type="checkbox"/> immediately following the Bid Deadline.
C. SUBMISSION OF BID PACKAGE:	<p>The bidder can submit its bid package either via a sealed envelope or online https://www.nola.gov/purchasing/.</p> <p>Note: Bidders are hereby advised that due to the nature of the internet, The City cannot guarantee that access to the BRASS System will be uninterrupted or that emails or other electronic transmissions will be sent to you or received by us. The City is not responsible for any delays caused by the bidder's chosen means of online bid delivery. Bidder is also responsible for ensuring that its courier service provider makes inside deliveries to our physical office location. The City will not credit delivery claims lacking a written proof of delivery. The bidder should submit bids according to means that produce a written proof of delivery. It is solely the bidder's responsibility to ensure the timely delivery of its bid. Failure to meet the bid opening date and time, irrespective of the mode of delivery, shall result in the rejection of the bid.</p>
D. REQUIRED CONTENTS:	
1. BID	<p>The bidder can:</p> <p>Either</p> <p><u>TYPED OR PRINTED BID.</u> Said bid must bear the original signature (IN BLUE INK) by the bidder, or an authorized representative, on the form provided under Attachment C ("Bid Form") with required attachments if any, and receipt of all addenda acknowledged.</p> <p>Or</p> <p><u>SUBMIT BID ONLINE</u> at http://purchasing.nola.gov. The bidder must attach completed and signed digital copies of the Bid Form, the Bid Bond (if required), a signature authorization, and any other required bid submissions or attachments as required.</p>
2. SIGNATURE AUTHORIZATION	At the time of bidding, the bidder shall submit a corporate resolution or written evidence of the authority of the person signing the bid package. See Attachment G.
3. BID BOND	<p>REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <u>A bid bond or security in an amount not less than</u> <input type="checkbox"/> \$_____ or <input type="checkbox"/> five percent (5%) of bid amount, conditioned on the bidder's failure to execute a contract with the City to supply the specified goods or services. Bidders shall provide bid security in the form of a bid bond, cashier's check or certified check (as per R.S. 38:2218) in the amount of (see above) of the bid price (Base Bid and any Alternates).</p> <p><u>IF SUBMITTING A BID ONLINE</u>, A bid bond submission is required by uploading the required paper bid bond online. The City requires a Bid Bond entered Online.</p> <p><u>IF SUBMITTING A BID VIA SEALED ENVELOPE</u>, the City will accept a cashier's check, certified check or satisfactory bid bond payable to the City.</p> <p><i>Note: The City will retain bid securities of the three (3) lowest responsible bidders until the Contract is executed or until final bid disposition. The City will return other bid securities after the bid canvass. At contract execution, the City will return bid securities not forfeited for failure to execute a contract with the City.</i></p>
E. POST-BID DEADLINE SUBMISSION:	<p>The 2 apparent lowest bidders shall submit to the Purchasing Bureau the following document(s) within 3 business days of the Bid Deadline.</p> <p><i>Note: In addition to the following items, the City may require the submission of other documents. The bidder shall review the Specifications.</i></p>
1. DBE	REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Required by City Code Sec. 70-456 et seq. See Attachment D.
F. AWARD:	<p>The City may require additional information from bidders, and it may conduct inquiries to determine the bidder's responsiveness, responsibility, and/or the accuracy of furnished information.</p> <p>Subject to merit-based cancellation and confirmed City funding, the City will award the solicitation to the lowest responsive and responsible bidder.</p> <p>The City reserves the right to reject any and all bids in whole or in part, to waive informalities, or to</p>

	award as it may elect to the extend permitted by law.
--	---

G. CONTRACT:	
1. TYPE	<input type="checkbox"/> None: Obtain specified good(s) or service(s) by purchase order. <input checked="" type="checkbox"/> Fixed Price: Obtain the specified good(s) or service(s) at the bid price. <input type="checkbox"/> Requirements/Price Protection: Commit to supply the good(s) or service(s) as requested, at bid price, during term of the contract.
2. TERM	<input type="checkbox"/> _____ year[s] with City option to renew. <input checked="" type="checkbox"/> As provided in Contract Terms and Conditions under Attachment B..
3. ADDITIONAL PROVISIONS	The contract will contain additional terms and conditions shown in Contract Terms and Conditions under Attachment B.
4. FEES	The successful bidder is responsible for any recordation, notary, and copy fees.
5. ADDITIONAL NEEDS: THE SUCCESSFUL BIDDER MUST SATISFY INDICATED NEEDS ON OR BEFORE IT RECEIVES A CONTRACT.	<u>PERFORMANCE BOND</u> : REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Supply a performance bond acceptable to the City upon written request by the City, issued in the sum of: <input checked="" type="checkbox"/> 5% of bid amount. <input type="checkbox"/> \$_____ <input type="checkbox"/> specified amount.
	<u>PAYMENT BOND</u> : REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Supply a payment bond acceptable to the City upon written request by the City, issued in the sum of: _____ % of bid amount. <input type="checkbox"/> \$_____ <input type="checkbox"/> Specified amount.
	<u>INSURANCE</u> : REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Supply insurance certificates upon written request by the City showing coverage required in the Specifications.
	<u>TAX CLEARANCE</u> : REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO City Code Sec. 2-8. Supply a tax clearance form upon written request by the City. See Attachment F.
	<u>NON-COLLUSION AFFIDAVIT</u> : REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Supply said affidavit upon written request by the City. See Attachment E.
	<u>LICENSES/PERMITS</u> : REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Supply copy to the City of all applicable and required license(s) and/or permit(s) upon written request by the City.
	<u>CITY'S HIRING REQUIREMENTS</u> : REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO City Code Sec. 2.8. Supply said affidavit upon written request by the City. See Attachment H.
H. ATTACHMENTS	
	Attachment A "Specifications"
	Attachment B "Contract Terms and Conditions"
	Attachment C "Bid Form"
	Attachment D "Non-Collusion Affidavit"
	Attachment E "Tax Clearance"
	Attachment F "Proof of Authority to Sign Bid"
	Attachment G "Affidavit of Compliance with City's Hiring Requirements"

I. POINTS OF CONTACT FOR INQUIRIES:	<p>Bidders and their representatives are prohibited from contacting City employees or officials about this invitation to bid prior to the Bid Deadline.</p> <p><u>If the bidder violates the established prohibition on communications, the City may disqualify its bid package.</u></p> <p>For Purchasing and DBE related inquires, the bidder shall submit its question(s) in writing to the appropriate point of contact no later than 7 business days prior to the Bid Deadline.</p>
1. PURCHASING	<p>For all inquiries (except DBE), please direct them to the following Designated Purchasing Official: Name: Deniece Andrews, Address: 1300 Perdido Street, Rm 4W07, New Orleans, LA 70112, Telephone (504) 658-1550. E-mail:deniece.andrews@nola.gov .</p> <p><i>Note: If the bidder contacts the Designated Purchasing Official via email, please include in the email the following subject line: "Bid No. 1481– question(s)".</i></p>

**INVITATION TO BID
CITY OF NEW ORLEANS**

ATTACHMENT "A"

BID SPECIFICATIONS

1. General Specifications

- 1) The City of New Orleans ("City") solicits bids to obtain a requirements contract for Sport Officials.
- 2) The Contractor must receive an approved Purchase Order from the City's Department of Finance - Bureau of Purchasing prior to providing goods and/or services. Only Purchasing Agent or authorized deputies have authority to place orders chargeable to City funds. The Contractor may contact City's department personnel listed on the purchase order to verify the authorization of the employee placing the call.
- 3) Purchase Order Number. The Purchase Order Number issued by the City shall be shown on all documents, including, but not limited to, invoices and correspondence.
- 4) Taxes. The City is exempt from state and local taxes.
- 5) Free On Board ("FOB"). Bid prices shall include delivery be based on FOB Destination.
- 6) Freight Charges. All freight charges shall be prepaid and included by vendor unless otherwise specified by the City.

2. Insurance – Minimum Scope of Insurance

a. Insurance Policies Requirements:

The Contractor shall purchase in its name and maintain at a minimum, for the duration of the Contract, at the Contractor's sole cost and expense, the following insurance policies to provide primary coverage for claims and/or suits that may arise out of or result from the performance of the Work of the Contractor, its agents, partner, laborer, supplier, employee, representatives and any subcontractors or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable :

(i) Workers' Compensation Insurance with statutory limits of liability and minimum Employer's Liability Limits of One Million Dollars (\$1,000,000).

(ii) Automobile Liability Insurance with a minimum One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage. The insurance shall include coverage for owned vehicles, hired vehicles and non-owned vehicles.

(iii) Commercial General Liability insurance with a minimum One Million Dollars (\$1,000,000) combined single limit per occurrence bodily injury and property damage. This insurance shall include coverage for premises-operations, broad-form contractual liability, products and completed operations, use of contractors and subcontractors, personal injury, and broad-form property damage. A "Claims made" form shall not be acceptable. The "occurrence form" shall not have a "sunset clause".

(iv) The insurance policies herein required shall contain or be endorsed to contain the following provisions:

[a] The City, its elected and appointed officials, officers, agents, directors, volunteers, and employees shall be added as "additional insured" under the Commercial General Liability and Automobile Liability policies.

[b] The Workers' Compensation coverage shall contain an express waiver of all rights against the City, its elected and appointed officials, officers, agents, directors, volunteers, and employees, for losses arising from the services performed by the Contractor for the City.

[c] An endorsement stating that that coverage shall not be non-renewed, suspended, voided, or canceled by either party, or reduced in coverage or in limits, except after sixty (60) days prior written notice by certified mail has been given to the Chief Administrative Officer, City of New Orleans, 1300 Perdido Street, New Orleans, Louisiana 70112 with a copy to the City Attorney, City Hall-5E01, 1300 Perdido Street, New Orleans, Louisiana 70112.

- b. All insurance required by this section shall be placed with insurers that are licensed and authorized to do business in the State of Louisiana and have a rating of no less than A-VI in the most current edition of the A.M. Best Insurance Report, AAA in Moody's, and AAA in S&P.
- c. The Contractor shall provide original certifications of the required insurance coverage at City request. Annual renewals of certificates of insurance shall be furnished to the Director.
- d. The Contractor shall provide the City with certificates of insurance evidencing all the required coverages purchased and maintained in accordance with this Agreement. Such certificates shall provide that the City be given at least sixty (60) days prior written notice of any cancellation of intention not to renew, or material change in such coverage. The Contractor must provide certificates of insurance before commencing work in connection with the Agreement.
- e. The providing of any insurance required herein does not relieve the Contractor of any of the Agreement responsibilities or obligations or for which the Contractor may be liable by law, agreement, contract or otherwise.

The Contractor's failure to provide and maintain such insurance in force as required above shall materially breach the Agreement and, at the City's option, occasion an immediate cancellation for cause thereof.

Coverage shall be at least as broad as the following:

- 1) **Commercial General Liability ("CGL"):**
- 2) **Automobile Liability:**
- 3) **Workers' Compensation:**
- 4) **Other Insurance Provisions:** the insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. Additional Insured Status.
 - ii. Primary Coverage.
 - iii. Waiver of Subrogation.
 - iv. Notice of Cancellation.
 - v. Acceptability of Insurers.

3. Technical Specifications

The City of New Orleans, the New Orleans Recreation Development Commission (NORDC) is seeking responses from qualified companies to provide management organization for athletics officials, here are the details:

At least six sports are involved: basketball, soccer, football, baseball, softball, volleyball, and flag football. The 2021-22 schedule includes 1,364 games, requiring a total of 3,534 officials.

Game Locations

FACILITY	ADDRESS
A. L. Davis Playground	2600 LaSalle Street
Annunciation Playground	Annunciation & Race Streets
Behrman Complex	2529 General Meyer Avenue
Bodenger Playground	Memorial Park & Kansas Streets
Bunny Friend Playground	1900 Desire Street
Comiskey Playground	600 S. Jeff Davis Street
Conrad Playground	3600 Hamilton Street
Cut-Off Center	6600 Belgrade Street
Delgado Playground (Lakeview)	800 Navarre Street
DiBenedetto Playground	4700 Papania Street
Digby Playground	6600 Virgilian Street
East Shore Playground	14600 Curran Street
Easton Playground	600 Lopez Street
Evans Playground	2100 Soniat Street

Goretti Playground	7500 Benson Street
Hardin Playground	2500 New Orleans Street
Harrell Complex	2300 Leonidas Street
Hunter's Field Playground	1600 N. Claiborne Avenue
Joe Brown Complex	5601 Read Boulevard
Kenilworth Playground	6880 Curran Street
Kerry Curley Playground	4800 Camelot Street
Kirsch Roone Stadium	5400 General Diaz Street
Larry Gilbert Stadium	8400 Olive Street
Lyons Center	624 Louisiana Avenue

McCue Playground	2600 Franklin Avenue
McDonough Playground	1500 Teche Street
Milne Playground	2500 Filmore Street
Norman Playground	3201 Eton Street
Norwood Thompson Playground	7200 Forshey Street
Oliver Bush Playground	2500 Caffin Street
Perry Roehm	2939 Touro St
Pontchartrain Park Playground	Press Drive & Haynes Streets
Sam Bonart Playground	1200 Forstall Street
Sampson Playground	3100 Louisa Street
Skelly-Rupp Stadium	2200 Vespasien Street
St. Bernard Center	1500 Lafreniere Street
St. Roch Playground	1800 St. Roch Street
Stallings Gentilly Playground	2700 Lapeyrouse Street
Taylor Pool/ Playground	2600 S. Roman Street
Treme Center	900 N. Villere Street
Village de l'Est Playground	13512 Granville Street
Wesley Barrow	6500 Press St.
Wisner Playground	4877 Laurel Street

The Contractor agrees to perform the following services for the City:

1. Recruit and employ an adequate number of trained officials to support NORDC programming
2. Maintain criminal background checks on all officials
3. Administer the rules of a game or sport
4. Settle conflicts and disputes which arise during the game or sport;
5. Enforce the rules in the engaged Sport, including basketball, soccer, football, baseball, softball, volleyball, and flag football
6. Ensure fair play in all recreational programs
7. Notify and report to NORDC any ongoing issues regarding fair play during a particular game or sport
8. Provide a monthly invoice for payment showing, at a minimum: date, time, location of each game; number and names of each official.
9. Upon request provide access to original timesheets of each official for which NORDC is being billed.
10. Ensure all players are wearing appropriate gear prior to the start of each game.
11. Assigned certified and insured referees to the required number of games scheduled as determined by the NORDC Coordinator. This shall include all regular, playoff and tournament league games.
12. Ensure that officials complete all games once started unless bad weather or a detrimental emergency causes otherwise

The City agrees to:

1. Provide contract administration through NORDC;
2. Grant access to premises as necessary prior to, during and immediately following the specified programs;
3. Supply all equipment necessary to facilitate the program/sport/game
4. Payment of monthly invoicing, 30 days net.

EDUCATION, KNOWLEDGE AND TRAINING REQUIREMENTS:

Umpires, referees, and other sports officials should have adequate knowledge about the rules, regulations and other necessary details on the sports and games they plan to officiate. Should have the proper knowledge on how to deal and negotiate with the players, teams, and coaches while on the game.

SKILLS AND ABILITIES:

Successful umpires, referees and sports officials should possess good judgment and logical reasoning, as they must ensure a fair and balanced game or match. They should also be aware of the players' reactions and perception of the game flow, as well as possess attentive listening skills to what the players and coaches are saying before they actually come up with a decision. They must also be stern and persuasive with their decisions such that they get to convince others to behave accordingly. Effective sports officials should also be sensitive to the ongoing problems during the game, and must be capable of expressing their thoughts and decisions properly through clear speech and oral recognition. They should also have clear vision and keen response time, so as they can prevent potential problems and disputes from arising.

ATTIRE:

Game officials shall be dressed in the following officiating attire when officiating games for the City:

- Officiating shirt
- Black shorts or pants
- Appropriate footwear depending on sport
- Appropriate whistle
- Protective gear depending on sport

OFFICIATING PROCEDURES:

1. Officials shall arrive in proper uniform a minimum of ten (10) minutes prior to the scheduled time for all games. In the event of delays or interrupted start-up time caused by the failure of a timely arrival, the City reserves the right to dismiss the tardy official from NORDC programming.
2. The City reserves the right to recommend disciplinary action in the form of suspension and/or dismissal for any official who fails to perform his/her duties as defined in the contract or for any behavior deemed inappropriate by the City.

CANCELLATIONS:

Cancellations of scheduled contests will be handled as follows:

- a. The City reserves the right to cancel officials for any game. If a NORDC facility cancels a contest, the center will notify the chief official not later than two hours prior to the scheduled game.
- b. If an official must cancel a contest due to suitability of playing fields, the exact cause of the cancellation must be recorded in score book/sheet. All cancellations must be consistent with cancellation requirement specified by each sport governing rules. The City will not pay for any unjustified cancellations.
- c. The first set of officials will be paid for one contest if a cancellation is made after their arrival at the contested site. When field/area weather conditions warrant, the first set of officials shall cancel all schedules competitions for the sport, on that night, and notify all other officials. The City will only be responsible to pay for one canceled competition per event site, per day.
- d. The contractor has not fulfilled the obligation of duties and full pay for a contest will not be received if, for example, only one official arrives for a contest where two officials are scheduled.
- e. Contractor shall reimburse the City for any and all overpayments caused by canceled or forfeited games, or when the Contractor has failed to provide the services specified.

WORKLOAD ESTIMATES:

October – September:

1. Basketball: Contests estimated to be held from December to March. (2) Two referees. Estimate total number of games is 420.
2. Flag Football: Contests estimated to be held July to August. (2) Two referees will be provided for all football games. Estimate total number of games is 175.
3. Volleyball: Contests estimated to be held October to December. (1) One referee will be provided for all contests. Estimated number of games is 91.
4. Softball: Contests estimated to be held May to July. (2) Two umpires per field will be provided for all contests. Estimated number of games is 116
5. Baseball: Contests estimated to be held May to July. (2) Two umpires per field will be provided for all contests. Estimated number of games is 306.
6. Football: Contests estimated to be held August to November. (4) Four officials per game. Estimated number of games is 403.

HOURS OF OPERATION:

Normal Hours, Monday – Friday; 8:00 am – 11:00 pm Saturday – Sunday; 8:00 – 6:00 pm

Holiday Hours: Contractor is not required to provide services on the following Federal holidays:

- New Year's Day – 1 January
- Martin L. King Day – Third Monday in January
- Washington's Birthday – Third Monday in February
- Memorial Day – Last Monday in May
- Independence Day – 4 July
- Labor Day – First Monday in September

- Columbus Day – Second Monday in October
- Veterans Day – 11 November
- Thanksgiving Day – Forth Thursday in November
- Christmas Day – 25 December

AWARD:

A vendor may bid for services for all sports. The awarded vendor will be determined by the lowest responsive and responsible bidder per each sport.

**INVITATION TO BID
CITY OF NEW ORLEANS**

ATTACHMENT “B”

CONTRACT TERMS AND CONDITIONS

TABLE OF CONTENTS

1. **ACKNOWLEDGMENT OF EXCLUSION OF WORKER’S COMPENSATION COVERAGE.**
2. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.**
3. **ASSIGNABILITY.**
4. **AMENDMENT.**
5. **AUDIT AND INSPECTION.**
6. **CHOICE OF LAWS.**
7. **COMPLIANCE WITH CITY’S HIRING REQUIREMENTS - BAN THE BOX**
8. **CONFLICT OF INTEREST.**
9. **CONSTRUCTION OF AGREEMENT.**
10. **CONVICTED FELON STATEMENT.**
11. **COST RECOVERY.**
12. **DECLARED DISASTER.**
13. **DURATION.**
14. **EMPLOYEE VERIFICATION.**
15. **ENTIRE AGREEMENT.**
16. **NON-DISCRIMINATION.**
17. **EXCLUSIVE JURISDICTION AND VENUE.**
18. **EXTENSION.**
19. **INCORPORATION INTO SUBCONTRACTS.**
20. **INDEMNIFICATION.**
21. **INDEPENDENT CONTRACTOR STATUS.**
22. **INVOICING.**
23. **LIMITATIONS OF THE CITY’S OBLIGATIONS.**
24. **LIVING WAGES (applicable to non-professional services solicitation).**
25. **NO THIRD PARTY BENEFICIARIES.**
26. **NON-EXCLUSIVITY.**
27. **NON-SOLICITATION.**
28. **NON-WAIVER.**
29. **OWNERSHIP INTEREST DISCLOSURE.**
30. **PAYMENT.**
31. **PERFORMANCE MEASURES.**

- 32. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT.
- 33. PROHIBITION ON POLITICAL ACTIVITY.
- 34. REMEDIES CUMULATIVE.
- 35. SEVERABILITY.
- 36. SUBCONTRACTOR REPORTING.
- 37. SURVIVAL.
- 38. SUSPENSION.
- 39. TERMINATION FOR CAUSE.
- 40. TERMINATION FOR CONVENIENCE.
- 41. TERMINATION FOR NON-APPROPRIATION.
- 42. TERMS BINDING.
- 43. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS.

1. **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE.** The Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this Contract, that the City shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

2. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.** The Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this Contract for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this Contract, or agreement for hire, and in connection with unemployment compensation only, that:

- a. The Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and
- b. Services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and
- c. The Contractor has been independently engaged in performing the services listed herein prior to the date of this Contract.

Consequently, neither the Contractor nor anyone employed by the Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

3. **ASSIGNABILITY.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of the City.

4. **AMENDMENT.** The Contract shall not be modified except by written amendment executed by duly authorized representatives of the parties.

5. **AUDIT AND INSPECTION:**

- a. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the City.
- b. The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

6. **CHOICE OF LAWS.** This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

7. **COMPLIANCE WITH CITY'S HIRING REQUIREMENTS - BAN THE BOX.**

- a. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Contract, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.
- b. Failure to maintain compliance with the City's hiring requirements throughout the term of the Contract, or to provide sufficient written reasons for deviation, is a material breach of this Contract. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor 30 days to come into compliance. If, after providing notice and 30 days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Contract, or take any such legal action permitted by law or this Contract.

- c. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Contract will remain in full force and effect.
- d. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

8. CONFLICT OF INTEREST. In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City.

9. CONSTRUCTION OF AGREEMENT. Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of the Contract will be construed or resolved in favor of or against the City or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of the Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of the Contract. Where appropriate, the singular includes the plural, and neutral words and words of any gender include the neutral and other gender.

10. CONVICTED FELON STATEMENT. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

11. COST RECOVERY. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

12. DECLARED DISASTER.

A. Declaration. During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the City on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the materials/equipment/supplies/services to be provided by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide a range of materials/equipment/supplies/services. Said materials/equipment/supplies/services may need to be rendered on a continual basis (24 hours / 7 days per week) during the declaration of an emergency.

B. Task Order. Notification and Personnel. Prior or during the declaration of an emergency, the City will notify the Contractor via task order if the City requires the Contractor's support. Upon activation by task order, the Contractor will provide the City with contact information of personnel assigned to the task order; and coordinate with the City to identify any personnel available to meet the City's needs.

C. Purchase Order. Once services are identified, the City will issue a purchase order to the Contractor. The City will issue a subsequent purchase order in case of additional needs for materials/equipment/supplies/services, or may issue a modified purchase order if changes are made to the initial purchase order.

D. The Contractor will ensure that the City is provided with timely and accurate reports and other documentation, as requested.

13. DURATION. The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than 12 months after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.

14. EMPLOYEE VERIFICATION. The Contractor swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Contract, to utilize a status verification system to verify

the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Contract to termination, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Contract or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Contract for cause if the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

15. ENTIRE AGREEMENT. This Contract, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Contract and are without effect to vary or alter any terms or conditions of this Contract.

16. NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Contract, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Contract, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. The City may terminate this Contract for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Contract.

17. EXCLUSIVE JURISDICTION AND VENUE. For all claims arising out of or related to this Contract, the Contractor hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

18. EXTENSION. This Contract may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by the City for 4 additional one-year terms.

19. INCORPORATION INTO SUBCONTRACTS. The Contractor will incorporate these Contract Terms and Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

20. INDEMNIFICATION.

A. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Contract; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Contract.

B. Limitation. The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

21. INDEPENDENT CONTRACTOR STATUS. The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

22. INVOICING. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Contract) to the City electronically, via its supplier portal, for goods or services provided under this Contract no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information: contract or purchase order number issued by the City, and the name of the city department to be invoiced. The City may require changes to the form or the content of the invoice. The City may also require additional supporting documentation to be submitted with invoices.

23. LIMITATIONS OF THE CITY'S OBLIGATIONS. The City has no obligations not explicitly set forth in this Contract or any incorporated documents or expressly imposed by law.

24. LIVING WAGES (applicable to non-professional services solicitation). To the fullest extent permitted by law, the Contractor agrees to abide by City Code sections 70-801, *et seq.*, which requires payment of a wage to covered employees equal to the amounts defined in the Code ("**Living Wage**"). If the Contractor fails to comply with the requirements of the Living Wage during the term of the Contract, said failure may result in termination of the Contract or the pursuit of other remedies by the City.

A. Definitions. Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. Compliance. To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. Current Living Wage. In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$11.19. The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economic-development/workforce-development/>.

D. Adjusted Living Wage. In accordance with Section 70-806(2) of the City Code, the Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.

E. Subcontract Requirements. As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. Reporting. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development

Living Wage - Compliance

1340 Poydras Street – Suite 1800

New Orleans, Louisiana 70112

G. Compliance Monitoring. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “**OWD**”) and/or the Chief Administrative Office (“**CAO**”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (iii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

Remedies. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

25. NO THIRD PARTY BENEFICIARIES. The Contract is entered into for the exclusive benefit of the City and the Contractor, and the City and the Contractor expressly disclaim any intent to benefit anyone not a party to this Contract.

26. NON-EXCLUSIVITY. This Contract is non-exclusive and the Contractor may provide services to other clients, subject to the City’s approval of any potential conflicts with the performance of this Contract and the City may engage the services of others for the provision of some or all of the work to be performed under this Contract.

27. NON-SOLICITATION. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject Contract.

28. NON-WAIVER. The failure of the City to insist upon strict compliance with any provision of the Contract, to enforce any right or to seek any remedy upon discovery of any default or breach of the Contractor at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of the City’s right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

29. OWNERSHIP INTEREST DISCLOSURE. The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an “ownership interest” shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after thirty (30) days’ written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.\

30. PAYMENT. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Contract have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City’s supplier portal.

31. PERFORMANCE MEASURES.

A. Factors. The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Contract; staff availability; staff training;

staff professionalism; staff experience; customer service; staff turnover; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If the Contractor fails to perform according to the Contract, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and may pursue any appropriate remedies available under the Contract and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

32. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT. No elected official or employee of the City shall have a financial interest, direct or indirect, in the Contract, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, will render this Contract voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Contractor pursuant to this Contract without regard to the Contractor's satisfactory performance.

33. PROHIBITION ON POLITICAL ACTIVITY. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

34. REMEDIES CUMULATIVE. No remedy set forth in the Contract or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

35. SEVERABILITY. If a court of competent jurisdiction finds any provision of the Contract to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or, if reformation is not possible, the unenforceable provision will be fully severable and the remaining provisions of the Contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Contract.

36. SUBCONTRACTOR REPORTING. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Contract with the City, the Contractor must provide notice to the City within 30 days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

37. SURVIVAL. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the Contract and continue in full force and effect.

38. SUSPENSION. The City may suspend this Contract at any time and for any reason by giving 2 business day's written notice to the Contractor. The Contractor will resume work upon 5 business day's written notice from the City.

39. TERMINATION FOR CAUSE. The City may terminate this Contract immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Contract, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

40. TERMINATION FOR CONVENIENCE. The City may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of the City's intention to terminate at least 30 days before the date of termination.

41. TERMINATION FOR NON-APPROPRIATION. This Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Contract without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.

42. TERMS BINDING. The terms and conditions of the Contract are binding on any heirs, successors, transferees, and assigns.

43. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering into this Contract that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

[END OF ATTACHMENT "B"]

**INVITATION TO BID
CITY OF NEW ORLEANS
ATTACHMENT "C"
BID FORM**

COMPLETE IN INK
Bidder Information:

BID NUMBER: _____

Business Name:

**Business Tax ID
No:**

**Business
Address:**

**Business
Phone:**

**Business Fax
No:**

Business E-mail:

By:

Signature

Printed Name

Printed Title

Date

[TO BUYER: INSERT INFORMATION PROVIDED BY REQUESTOR] : \$ _____

BY INITIALING BELOW, BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA ISSUED	One (1)	Two (2)	Three (3)	Four (4)	Five (5)	Six (6)

Bid is valid for 90 calendar days after the bid deadline.

Attach written evidence of the authority of the person signing the bid. See Attachment G entitled "Guidelines on Proof of Authority to Sign Bid"

IMPORTANT NOTE: When completing your bid, do not alter City bid form or attach form(s) which may contain terms and conditions that conflict with those listed in the City's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these channels will be considered a counteroffer to the City's bid.

INVITATION TO BID

**CITY OF NEW ORLEANS
ATTACHMENT "C" Continued
BID FORM**

NO.	SPORT ACTIVITY	ESTIMATED GAMES	OFFICIALS	TIME FRAME	TOTAL PRICE
1	BASKETBALL	420	2 REFEREES	DECEMBER TO MARCH	
2	FLAG FOOTBALL	175	2 REFEREES	JULY TO AUGUST	
3	VOLLEYBALL	91	1 REFEREES	OCTOBER TO DECEMBER	
4	SOFTBALL	116	2 UMPIRES	MAY TO JULY	
5	BASEBALL	306	2 UMPIRES	MAY TO JULY	
6	FOOTBALL	403	4 OFFICIALS	AUGUST TO NOVEMBER	
TOTAL BID PRICE					

**INVITATION TO BID
CITY OF NEW ORLEANS
ATTACHMENT "D"
NON-COLLUSION AFFIDAVIT**

STATE OF _____ PARISH OF _____

_____, being first duly sworn, deposes and says that:

(1) He is (Owner) (Partner) (Office) (Representative) or (Agent), of:

_____,
the Bidder that has submitted the attached Bid:

(2) Such Bid is genuine and is not a collusive or sham Bid:

(3) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly, or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any advantage against the City of New Orleans of any person interested in the proposed contract; and

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature of (Owner) (Partner) (Office) (Representative) or (Agent)

Subscribed and sworn to, this _____ day of _____, 20 _____

[END OF ATTACHMENT D]

**INVITATION TO BID
CITY OF NEW ORLEANS
ATTACHMENT "E"
CITY OF NEW ORLEANS
TAX CLEARANCE AUTHORIZATION**

According to Section 2-8 of the Code of the City of New Orleans, the City cannot enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instructions on next page

BUSINESS NAME:

OWNER'S NAME:

REAL ESTATE TAX NUMBER:

TYPE OF BUSINESS:

BUSINESS ADDRESS:

PERSONAL PROPERTY TAX NUMBER:

MAILING ADDRESS:

CONTACT TELEPHONE:

SALES TAX/OCCUPATIONAL LICENSE
NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

PRINT NAME:

TITLE:

AUTHORIZED SIGNATURE:

DATE SIGNED:

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

BUREAU OF REVENUE (Room 1W15)

This clearance covers Occupational License and Sales/Use taxes.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer **IS NOT** delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 20____. The above clearance may be revoked for failure to pay sales tax.

BUREAU OF TREASURY (Room 1W37)

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer **IS NOT** delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 20____.

COLLECTOR OF REVENUE – PRINT NAME

DATE

TREASURY CHIEF – PRINT NAME

DATE

I attest that the taxpayer named above **is not** delinquent in any taxes owed to the city.

DIRECTOR OF FINANCE – PRINT NAME

DATE

**CITY OF NEW ORLEANS
TAX CLEARANCE AUTHORIZATION**

INSTRUCTIONS

This form authorizes the City of New Orleans to inspect and/or receive your confidential tax information. This Tax Clearance Authorization will not be honored for any purpose other than contracting with the City of New Orleans.

It is recommended that all outstanding tax and business registration be completed prior to processing the form to expedite contract execution.

1. Complete this form by providing all of the information requested. Failure to fill in ALL information requested will delay processing.
2. Sign and date the authorization form and submit to the Department with whom you are contracting. If the form is not signed and dated, the form will not be processed.
3. The following requirements must be met in order for a Tax Clearance Authorization form to be approved by the City of New Orleans.

Real Estate/Personal Property Tax

- Businesses are required to be current in payment of all Real Estate Tax and Personal Property Tax.
- A business can visit the City of New Orleans' website, www.nola.gov at the Bureau of Treasury webpage to pay outstanding Real Estate and Personal Property taxes due.
- A business can mail outstanding tax payments to City of New Orleans, Bureau of the Treasury 1300 Perdido St., Room 1W38, New Orleans, La. 70112.

Sales Tax/Occupational License

- Businesses located within Orleans Parish are required to obtain an annual Occupational License. A City of New Orleans Sales Tax number will also be issued at the same time.
- If the business is domiciled outside of Orleans Parish, a registration is required to be completed to obtain a Certificate of Registration and a City of New Orleans Sales Tax number.
- If a business is not registered, a New Business Application must be completed.
- Non-profit organizations must comply with the Occupational License requirements by completing a New Business Application.
- Once exempt status is confirmed for the non-profit organization, the organization is exempt from Occupational License fees. Please be prepared to provide 501(c) documentation and/or Louisiana Secretary of State Status.
- All applications can be found on the City of New Orleans' website, www.nola.gov, at the One Stop Shop webpage.
- Any questions may be forwarded to the One Stop Shop at (504)658-7100.

[END OF ATTACHMENT E]

**INVITATION TO BID
CITY OF NEW ORLEANS
ATTACHMENT “F”**

PROOF OF SIGNING AUTHORITY

ATTACHMENT “F”

**PROOF OF AUTHORITY TO SIGN BID
MATERIALS/SUPPLIES/EQUIPMENT AND NON-PROFESSIONAL SERVICES**

A. In General

At the time of the Bid Deadline (as defined in the invitation to bid), the bidder shall submit a written proof of the authority of the person signing the bid package. The name mentioned in said proof must match the name of the person signing the bid package. If a bidder fails to provide said document and/or the name on the bid package does not match the proof, the City of New Orleans (the “City”) may then consider the bid non-responsive.

B. In Particular

To assist bidders with this requirement of submitting a proof of authority, the City prepared samples which the City would deem sufficient and acceptable, provided the document is completed correctly.

Those samples are intended to be guidelines. A bidder is allowed to use a similar but different document.

C. Samples

1. If the bidder is a corporation, the bidder may submit a certified corporation resolution similar to the attached sample. This document is entitled “Sample 1 - Certified Corporate Resolution.” It contains 14 items to complete and must be notarized.

2. If the bidder is NOT a corporation but another legal entity (such as a partnership, a limited liability company, a limited liability partnership, or another legal entity), the bidder may submit a certified resolution similar to the attached sample. This document is entitled “Sample 2 - Certified Resolution.” It contains 11 items to complete and must be notarized.

3. If the bidder is a sole proprietor, the bidder may submit a certified certificate similar to the attached sample. This document is entitled “Sample 3 – Certified Certificate of Authority.” It contains 8 items to complete and must be notarized.

SAMPLE 1 - CERTIFIED CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of _____
_____ (1. *name of corporation*), a corporation organized and existing under the laws of the State of _____
_____ (2. *state*), in a meeting duly assembled that _____
_____ (3. *full name of authorized official*), _____
_____ (4. *title of authorized official*) of said corporation, is hereby authorized and empowered to execute on
behalf of the said corporation the proposal and/or the contract (including amendment(s)) which this corporation
might enter into in connection with Bid No. _____ (5. *number*
showing on the invitation to bid).

I, _____ (6. *full name of official certifying this resolution*), the
_____ (7. *title of official certifying this*
resolution) of _____ (8. *name of corporation - same*
as item no. 1), do hereby certify this to be a true copy of the resolution duly adopted at a _____
_____ (9. *type of meeting: regular, special, else*) meeting of the Board of Directors of said
corporation held on the _____ (10. *day*) of _____ (11. *month*), 201_____
(12. *year*), and that it has not been rescinded, amended or altered in any way, and that it remains in full force and in
effect.

(13. *signature*)

(14. *title of official certifying this resolution— same as item no. 7*)

State of _____

Parish/County of _____

Personally appeared before me this _____st/th day of _____, 201____,

_____ (official certifying this resolution), the _____

_____ (title of official certifying this resolution) of _____

_____ (name of corporation), and made oath that the above is a true copy from the
records of the corporation.

Notary Public
My commission expires on: _____

SAMPLE 2 - CERTIFIED RESOLUTION

On this _____ (1. day) of _____ (2. month), 201_____(3. year), I, _____
_____ (4. full name of official signing this certificate),
the _____ (5. title of official signing this
certificate) of _____ (6. name of corporation) (the
"Entity") hereby certify that _____ (7. full name of
authorized official), _____ (8. title of authorized official) of said
Entity, is hereby authorized and empowered to execute on behalf of the said entity the proposal and/or the
contract (including amendment(s)) which this Entity might enter into in connection with Bid No. _____
_____ (9. number showing on the invitation to bid).

(10. signature)

(11. title of official signing this certificate– same as item no. 5)

State of _____

Parish/County of _____

Personally appeared before me this _____st/th day of _____, 201____,

_____ (official certifying this resolution), the _____

_____ (title of official certifying this resolution) of _____

_____ (name of corporation), and made oath that the above is a true copy from the

records of the corporation.

Notary Public

My commission expires on: _____

SAMPLE 3 - SOLE PROPRIETOR AUTHORITY

On this _____ (1. day) of _____ (2. month), 201_____(3. year), I, _____
_____(4. full name), do hereby certify that I am doing
business under the name of _____
(5. name of business) which said business is neither a corporation, nor a limited liability company, nor a
partnership, and I am the sole owner and proprietor of said business.

I will sign and deliver the proposal and/or the contract (including amendment(s)) which I might enter into in
connection with Bid No. _____ (6. number showing on
the invitation to bid).

(7. signature)

State of _____

Parish/County of _____

Personally appeared before me this ____st/th day of _____, 201____,

_____(official certifying this resolution), the _____

_____(title of official certifying this resolution) of _____

_____(name of corporation), and made oath that the above is a true copy from the
records of the corporation.

Notary Public

My commission expires on: _____

[END OF ATTACHMENT F]

**INVITATION TO BID
CITY OF NEW ORLEANS
ATTACHMENT "G"**

AFFIDAVIT OF COMPLIANCE WITH CITY'S HIRING REQUIREMENTS

STATE OF _____

PARISH OF _____

Before me, the undersigned authority, came and appeared _____, who, after being duly sworn, deposed and said that:

1. He/She is the _____ (title) and authorized representative of _____ (entity), the "Bidder."

2. The Bidder submits the attached proposal in response to City of New Orleans Invitation to Bid #_____.

3. The Bidder hereby confirms that _____ (entity) is

- ☐ compliant with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f), unless otherwise excluded by city, state, or federal laws or regulations.
- ☐ unable to comply with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f) for the following reasons:

_____.

Bidder Representative (Signature)

(Print or type name) (Address)

Sworn to and subscribed before me, _____, Notary Public, this _____ day of _____, 20____.

Notary Public (signature)

Notary Public (print)

Notary ID#/Bar Roll # _____

[END OF ATTACHMENT G]

[END OF INVITATION TO BID]